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10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

13 PERFECT 10, INC., a California
14 corporation,

15 Plaintiff,

16 v.

17 IWEB GROUP, INC., a Canadian
18 company d/b/a iWeb.com; IWEB
19 INTELLECTUAL PROPERTY INC., a
20 Canadian company d/b/a iWeb.com;
21 IWEB TECHNOLOGIES, INC., a
22 Canadian company d/b/a iWeb.com;
NEW DREAM NETWORK, LLC, a
California limited liability company;
and DOES 1 through 100, inclusive,

23 Defendants.

CASE NO. '13CV0328 BTM BLM

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Perfect 10, Inc. (“Perfect 10”) avers:

2 **NATURE OF THE CASE**

3 1. This is an action for copyright infringement arising out of the
4 knowing and willful actions of Defendants iWeb Group, Inc., iWeb Intellectual
5 Property Inc. and iWeb Technologies, Inc., (the “iWeb Defendants” or “iWeb”),
6 three affiliated companies who appear to be alter egos and agents of one another
7 and inextricably intertwined, that do business under the name “iweb.com” and
8 host infringements of Plaintiff’s copyrighted material on the Internet, Defendant
9 New Dream Network, LLC (“New Dream Network”), which upon information
10 and belief, is an iWeb customer that operates the websites picfoco.com and
11 hotlinkimage.com which infringe Plaintiff’s copyrighted material or resells the
12 iWeb Defendants’ hosting and Internet services to those infringing websites, and
13 other entities that own or control or act in concert with these entities but whose
14 names are unknown. The iWeb Defendants conduct substantial business in
15 California by selling hosting services to website operators who infringe
16 Plaintiff’s copyrighted material and by offering their hosting services to
17 California resellers of those services. The iWeb Defendants host at least 87
18 websites based in San Diego and, upon information and belief, have some type
19 of hosting/reseller agreement with a company called iNETready in La Jolla,
20 California. Third party websites state that iWeb has a data center in San Diego,
21 California. New Dream Network is a California limited liability company with
22 its principal place of business at 707 Wilshire Blvd., Suite 5050, Los Angeles,
23 California as registered with the California Secretary of State, although it
24 maintains Internet registrations showing an address of PMB #257, 417
25 Associated Rd., Brea, California 92821 as well. New Dream Network hosts
26 more than 1 million domains. The iWeb Defendants, Defendant New Dream
27 Network, and the Doe Defendants are referred to collectively as “the
28 Defendants.”

2. Plaintiff, Perfect 10, originally published the popular magazine PERFECT 10, that featured tasteful images of natural models. Perfect 10 currently owns and operates the internet website located at <perfect10.com>. Perfect 10 invested significant resources into producing high quality products, with tasteful images of top natural models, such as Victoria Secret's supermodel Marisa Miller. It has been used in many movies and has received substantial media attention. Perfect 10 owns thousands of valuable and unique copyrighted photographs. **Exhibit A** to this Complaint, which is incorporated by reference, provides a partial list of Perfect 10's Copyright Registrations. In short, Perfect 10's business and livelihood is based upon the copyrighted images that it owns and sells access to. However, the theft of copyrighted material on the Internet has reached epidemic proportions. Infringing websites exploit images that Perfect 10 has spent so much money to create, including tens of thousands of images hosted by Defendants, and Perfect 10's images now appear for free all over the Internet. As a result, Perfect 10 had to end the publication of its prized magazine in 2007. Its revenues have declined from \$2 million a year in 2002 to roughly \$70,000 a year today. Based on statements made by infringing websites who display Perfect 10 images hosted by Defendants, individuals from all over the world, including in San Diego County, have viewed or downloaded unauthorized Perfect 10 images hosted by Defendants tens of millions of times. Perfect 10 has lost more than \$50 million over a sixteen year period and is struggling to retain its few remaining employees.

3. In Perfect 10's experience, most of the large infringing websites are now using identity concealing services to hide the identity of their operators, are located in a foreign country where there is no effective redress (such as Russia) or are fly-by-night operations that are judgment proof. In an attempt to protect its copyrights, Perfect 10 has spent substantial time and resources issuing large numbers of "Digital Millennium Copyright Act" ("DMCA") Notices to the

1 companies that host infringing material for websites, or in some cases to the
2 website operators themselves, asking them to remove the infringing material. A
3 DMCA Notice is a statutorily prescribed vehicle under the United States
4 Copyright Act, 17 U.S.C. § 512 et seq. Perfect 10 has issued 73 DMCA Notices
5 to the iWeb Defendants over a two and a half year period, ranging from March
6 22, 2010 through November 2, 2012, identifying at least 50,000 infringing
7 Perfect 10 images that the iWeb Defendants continue to host on their servers and
8 asking them to remove the infringing images. Not only do the iWeb Defendants
9 apparently have no designated agent to receive these DMCA Notices as required
10 pursuant to 17 U.S.C. § 512(c) but, upon receiving these notices, they have
11 refused to remove the infringing material, despite having actual knowledge of
12 the rampant infringement that they are hosting, presumably because the iWeb
13 Defendants receive lucrative hosting fees from those infringing clients. The
14 iWeb Defendants are therefore knowingly and willfully committing copyright
15 infringement themselves.

16 4. Upon information and belief, New Dream Network operates the
17 websites picfoco.com and hotlinkimage.com which directly infringe Plaintiff's
18 copyrighted material. The domain names picfoco.com and hotlinkimage.com
19 are registered to "A Happy Dreamhost Customer" at the address 417 Associated
20 Rd. #324, Brea, CA., which as described above, is in the same building as New
21 Dream Networks' listed address on its Internet registrations. Alternatively, upon
22 information and belief, New Dream Network resells iWeb Defendants' hosting
23 services to these infringing websites and/or hides the identity of their operators.

24 5. Defendants' conduct has caused Perfect 10 grave and irreparable
25 harm.

26 **JURISDICTION AND VENUE**

27 6. Jurisdiction. This action arises under the Copyright Act, 17 U.S.C.
28 § 101 et seq. This Court has jurisdiction over the subject matter of this action

1 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

2 7. Venue. Venue is proper in this Court pursuant to 28 U.S.C. § 1391
3 (b)(1), (2) and (3), (c)(2) and (3), and § 1400(a). Upon information and belief,
4 the iWeb Defendants host at least 87 websites based in San Diego and have at
5 least one hosting/reseller agreement with a San Diego based company to provide
6 hosting services to San Diego customers which utilize iWeb servers and iWeb
7 hosting services. Upon information and belief, the iWeb Defendants own or
8 control one or more data centers or cluster of websites in San Diego. Upon
9 information and belief, Defendant New Dream Network is a California limited
10 liability company with its principal place of business in Los Angeles, California
11 or in Brea, California, and hosts hundreds of domains for websites based in San
12 Diego, California.

13 8. Personal Jurisdiction. This Court has personal jurisdiction over the
14 Defendants because they have purposefully availed themselves of the privilege
15 of doing business in the United States and in particular, in California, and have
16 been doing business in California for years, and because material elements of
17 Defendants' wrongdoing occurred in California, including the hosting of
18 infringing California based websites, and the downloading of tens of thousands
19 of Perfect 10 copyrighted images by users in California as well as specifically in
20 San Diego County. The iWeb Defendants have directly infringed Perfect 10's
21 images in California by distributing such images to California users, and have
22 materially contributed to the direct of infringement of Perfect 10's images by
23 California based third party websites who display such images from iWeb
24 servers, by California users who view or download such images from iWeb
25 servers, and by California based iWeb customers who operate infringing
26 websites that the iWeb Defendants host. Personal jurisdiction is further proper
27 as to New Dream Network because it is a California limited liability company
28 with its primary place of business in Los Angeles, California or in Brea,

1 California.

2 9. The iWeb Defendants appear to be inextricably intertwined alter
3 egos and agents of one another who share a unity of interest and ownership, as
4 well as a Washington D.C. business address. According to domain registry
5 records, the domain name <iweb.com> is owned by Mr. Martin LeClair with a
6 listed address at Defendant iWeb Technologies, Inc. Moreover, Mr. LeClair
7 appears to own a large number of domain names involving the term “iweb,”
8 many of which are forwarded to iweb.com. Mr. LeClair is, or has been,
9 President of Products and Technology for Defendant iWeb Group, Inc. Mr.
10 LeClair has also been listed as a Director of Defendant iWeb Group, Inc. as well
11 as a Director for Defendant iWeb Intellectual Property, Inc. Mr. Eric Chouinard
12 either is, or has been, both CEO of and a Director of Defendant iWeb Group,
13 Inc. and a Director of Defendant iWeb Intellectual Property, Inc. Canadian
14 Corporate records list Defendant iWeb Group, Inc. as a majority owner of
15 Defendant iWeb Intellectual Property, Inc and list Éric Chouinard as President
16 of iWeb Intellectual Property, Inc. and Martin LeClair as Vice President and
17 Secretary of iWeb Intellectual Property, Inc. Although the domain name
18 <iweb.com> is registered to Mr. LeClair with a listed address Defendant iWeb
19 Technologies, Inc., in what appears to be a press release issued by Defendants
20 iWeb Group, Inc., iWeb Group, Inc. claims the “iweb.com” web site to be iWeb
21 Group, Inc’s web site. iWeb Group, Inc. also claims to own the website <
22 iweb8.com> which “points” back to <iweb.com>. However, the domain name
23 <iweb8.com> is registered to “Martin iweb” with the technical contact being
24 Martin LeClair. This same press release, however, in which iWeb Group, Inc.
25 claims to own the website <iweb.com>, refers readers to a specific individual at
26 iWeb Technologies, Inc. for further information. The iWeb Defendants host the
27 following infringing websites that have infringed, in total, tens of thousands of
28 Perfect 10 copyrighted images: picfoco.com and hotlinkimage.com (which have

1 internet registrations of “A Happy Dreamhost Customer” in Brea, California,
2 with an address in the same building as Defendant New Dream Network);
3 altbinaries.com (based in Pensacola, Florida), and imagevenue.com (with an
4 Internet registration that hides the identity of the webmaster). The iWeb
5 Defendants have also hosted in the last 18 months, the following websites that
6 have infringed Perfect 10 images: celebrity-desktop-wallpaper.com and
7 celebritypc.com. Those websites have an Internet registration in Johnson City,
8 Tennessee. The iWeb Defendants host and provide internet connectivity and
9 other essential services to such infringing websites. The iWeb Defendants also
10 have reseller agreements with hosting companies based in California, including
11 iNETready in La Jolla, California, and K T Tran in San Jose, California.
12 Defendants also have agreements with Communications Networks based in the
13 United States, including Cogent Communications (based in Washington, D.C.),
14 Level3 Communications, based in Broomfield Colorado, and Tata
15 Communications, based in New York City. Defendants use these U.S. based
16 communications networks to transmit tens of thousands of infringing Perfect 10
17 images to users in California and almost certainly to users in San Diego County,
18 who download such images into their computers. In the process, Defendants
19 directly infringe Perfect 10’s copyrights in the United States. The iWeb
20 Defendants also use Visa and Paypal, both based in California, to process credit
21 card payments for their hosting services. The iWeb Defendants also advertise
22 their services on Google, a company based in Mountain View, California.
23 Imagevenue.com, an infringing website hosted by the iWeb Defendants which
24 has infringed tens of thousands of Perfect 10 images, also has an advertising
25 arrangement with Google, so that Google ads appear next to infringing Perfect
26 10 images on webpages hosted by the iWeb Defendants.

27 10. A number of California based third party websites have copied,
28 distributed, and/or displayed thousands of Perfect 10 images hosted by the iWeb

1 Defendants including, but not limited to exbii.com, desiproject.com. and
2 google.com. As a result, thousands of Perfect 10 images hosted by Defendants
3 have been infringed by websites in California.

4 11. The iWeb Defendants advertise their services to U.S. clients, have
5 testimonials from U.S. hosting clients on their iweb.com website, and even use
6 an American flag on their website along with the name “iWeb United States.”
7 Defendant iWeb Group, Inc. has availed itself of the U.S. intellectual property
8 laws by filing multiple United States trademark applications for various federal
9 trademark registrations over a span of years including for the mark “IWEB” in
10 2004 and by its continued communications with the U.S. Patent and Trademark
11 Office, most recently in July 2012. The iWeb Defendants were aware, or should
12 have been aware, that their conduct would cause injury to Plaintiff in California.

13 **PLAINTIFF AND PLAINTIFF’S COPYRIGHTED IMAGES**

14 12. Plaintiff Perfect 10 is a California corporation registered in San
15 Diego, California. Plaintiff published the popular magazine PERFECT 10 and
16 owns and operates the internet website located at perfect10.com, which domain
17 name Perfect 10 owns.

18 13. The business of Perfect 10 consists of the design, creation,
19 production, marketing, promotion, and sale of copyrighted adult entertainment
20 products, including photographs, magazines, video productions, cell phone
21 downloads, and other media.

22 14. Perfect 10 was the publisher of the well-known magazine
23 PERFECT 10, but was forced to close that magazine because of rampant
24 infringement.

25 15. Perfect 10 creates or created, and sells or sold, calendars and other
26 merchandise featuring its images, and was involved in the licensing of
27 downloads of images for cellphones, but is not currently earning revenue from
28 that endeavor because of rampant infringement.

1 16. Perfect 10 owns and operates the internet website <perfect10.com>.
2 Consumers are provided access to content owned by Perfect 10 and made
3 available by payment of a membership fee of \$25.50 per month.

4 17. Perfect 10's revenues are currently derived predominantly from
5 sales of memberships to its <perfect10.com> website. Sales of memberships to
6 the <perfect10.com> website are made by providing the customer with an
7 individual user name and password to access the website.

8 18. Perfect 10 owns thousands of valuable and unique copyrighted
9 photographs, as well as video productions and other proprietary materials.
10 Perfect 10 owns the copyrights in and to these works (the "Perfect 10
11 Copyrighted Works"). Perfect 10 has applied for and/or received Certificates of
12 Copyright Registration from the Register of Copyrights for the Perfect 10
13 Copyrighted Works. Perfect 10 has the exclusive right, among other things, to
14 reproduce the copyrighted works, to distribute copies of these works, to display
15 copies of these works and to authorize or license any such activities. 17 U.S.C.
16 §§ 106.

17 19. Perfect 10 has invested, and continues to invest, substantial sums of
18 money, time, effort, and creative talent, to make and produce the Perfect 10
19 Copyrighted Works. In addition, in order to produce and sell the Perfect 10
20 Copyrighted Works, Perfect 10 is required to make numerous payments,
21 including but not limited to model fees, photographer fees, location costs, styling
22 costs, make up costs, printing costs, film and processing costs, travel costs, as
23 well as distribution, public relations, legal, and advertising and promotion costs.
24 Defendants have been and are currently knowingly and willfully infringing
25 Perfect 10's copyrights—the copyrights that Perfect 10 has made substantial
26 investment to create with the intent to market. A partial list of Perfect 10
27 copyright registrations is attached as Exhibit A.

28 /////

DEFENDANTS AND DEFENDANTS' INFRINGING CONDUCT

20. Defendants iWeb Group, Inc., iWeb Intellectual Property, Inc., and iWeb Technologies, Inc. are Canadian companies registered under the laws of Canada that, on information and belief, do business as iweb.com and own and operate the Internet website located at iweb.com.

21. The iWeb Defendants host and provide Internet connectivity and other essential services to websites, including infringing websites operated in California that have infringed tens of thousands of Perfect 10 copyrighted works. The iWeb Defendants claim to provide services to more than 21,000 customers in 150 countries. Upon information and belief, the iWeb Defendants host at least 87 websites based in San Diego, California, and have a hosting/reseller agreement with at least one San Diego based hosting company, iNETready.

22. Defendant New Dream Network, LLC, is a California limited liability company registered under the laws of California that, on information and belief, either operates the websites picfoco.com and hotlinkimage.com which infringe Plaintiff's copyrighted material, or resells the iWeb Defendants' hosting, Internet connectivity, and other services to such infringing websites and hides the identity of the website's owners. Defendant New Dream Network claims to host one million domains, which almost certainly include domains of San Diego-based websites.

23. Defendants Does 1- 100 are individuals or entities that own and/or control the iWeb Defendants and/or Defendant New Dream Network, or that are owned and/or controlled by the iWeb Defendants and/or Defendant New Dream Network, and/or are conspiring with them, to engage in the unlawful activities described in this complaint.

24. Does 1 through 100, inclusive, which are the individuals or entities that own or control the iWeb Defendants and/or Defendant New Dream Network or entities that are owned or controlled by the iWeb Defendants and/or

1 Defendant New Dream Network and which either directly or indirectly profit
2 from and/or directly or indirectly infringe or facilitate the infringement of
3 Perfect 10's copyrights, and/or are acting in concert with or conspiring with the
4 iWeb Defendants and/or Defendant New Dream Network to engage in the
5 unlawful activities described in this complaint, are sued herein under fictitious
6 names because their true names and capacities are unknown to Perfect 10.
7 When Perfect 10 ascertains the Doe Defendants' true names and capacities, it
8 will seek leave to amend this complaint to insert such true names and capacities.
9 Perfect 10 is informed and believes, and on that basis avers, that each Doe
10 defendant acted with the iWeb Defendants and/or Defendant New Dream
11 Network and is responsible for the harm and damages to Perfect 10 herein
12 averred.

13 25. Perfect 10 is informed and believes, and on that basis avers, that at
14 all times material herein, each of the Defendants was the principal, agent and/or
15 employee of the other Defendants, and, in doing the things herein averred, was
16 acting within the course and scope of such agency relationship.

17 26. Defendants hosts thousands of websites, including some of the
18 largest infringing websites in the world, such as <altbinaries.com>,
19 <hotlinkimage.com>, <picfoco.com> and <imagevenue.com>, among others.
20 <hotlinkimage.com> and <picfoco.com> have internet registrations of "A
21 Happy Dreamhost Customer" in Brea, California. The iWeb Defendants have
22 also hosted the following websites in the last 18 months that have infringed
23 Perfect 10 copyrights: celebritypc.com and celebrity-desktop-wallpaper.com,
24 both with Internet registrations in Johnson City, Tennessee.

25 27. Defendants have actual knowledge that they are storing and
26 displaying specific Perfect 10 Copyrighted Works. Perfect 10 has provided the
27 iWeb Defendants at least 73 DMCA notices, over the course of a two and a half
28 year span, which have identified at least 50,000 infringing images that

1 Defendants are making available for viewing and copying, to millions of users.
2 Many of the Perfect 10 Copyrighted Works hosted by Defendants clearly display
3 Perfect 10's copyright notice. Upon information and belief, Defendant New
4 Dream Network knew of the infringement either because it operates the
5 infringing websites hotlinkimage.com and picfoco.com, because of
6 communications or dealings it has had with the infringing website owners,
7 because the Perfect 10 images it hosts display Perfect 10 copyright notices, or
8 because iWeb forwarded Perfect 10's notices to New Dream Network as the
9 iWeb Defendants have suggested they do.

10 28. The iWeb Defendants, who have been hosting the infringing
11 material, could have and should have ended the infringement by, among other
12 things, either simply processing Perfect 10's DMCA notices and removing the
13 infringing images or by refusing to host the identified allegedly infringing
14 websites. However, the iWeb Defendants have refused to do so. Defendants
15 have failed to remove the infringing material that Perfect 10 has identified in its
16 multiple notices. Defendants' conduct continues to threaten Perfect 10 with
17 severe and irreparable harm. Defendants, moreover, are liable to Perfect 10 for
18 the extensive damages and injury Defendants have already caused.

19 29. New Dream Network is also not eligible for a DMCA safe harbor
20 because it has no information regarding a copyright agent listed on its website,
21 dreamhost.com and/or because it may be operating the infringing websites itself.

22
23 **FIRST CLAIM FOR RELIEF**
24 **(Copyright Infringement)**

25 30. Perfect 10 incorporates herein by reference each and every
26 averment of paragraphs 1 through 29 above as though fully set forth herein.

27 31. Perfect 10 is the owner of all right, title, and interest to each of the
28 Perfect 10 Copyrighted Works. Perfect 10 has registered its works with the

1 United States Copyright Office. Perfect 10 has been issued United States
2 copyright registrations listed on Exhibit A, attached hereto, as well as many
3 others.

4 32. Each of the Perfect 10 Copyrighted Works is copyrightable subject
5 matter.

6 33. Defendants have copied, reproduced, distributed, adapted, and/or
7 publicly displayed the Perfect 10 Copyrighted Works without the consent or
8 authority of Perfect 10, thereby directly infringing Perfect 10's copyrights.

9 34. Defendants' conduct constitutes direct infringement of Perfect 10's
10 copyrights and exclusive rights under copyright in the Perfect 10 Copyrighted
11 Works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 and
12 501.

13 35. Defendants have induced, caused, and/or materially contributed to
14 unauthorized reproduction, adaptation, public display, and/or distribution of the
15 Perfect 10 Copyrighted Works by allowing the infringement of such works to
16 continue on their servers and/or by directly operating infringing websites and/or
17 by providing hosting and Internet services to infringing websites.

18 36. Defendants have had knowledge that they host websites which
19 directly infringe Perfect 10's Copyrighted Works. Nevertheless, Defendants
20 have refused to remove the infringing images or withdraw their hosting services
21 to such websites.

22 37. Defendants have no DMCA designated agent under 17 U.S.C. §
23 512.

24 38. Defendants' conduct constitutes contributory infringement of
25 Perfect 10's copyrights and exclusive rights under copyright in the Perfect 10
26 Copyrighted Works in violation of 17 U.S.C. §§ 106 and 501.

27 39. The infringement of Perfect 10's rights in and to each of the Perfect
28 10 Copyrighted Works constitutes a separate and distinct act of infringement.

1 40. The acts of infringement by Defendants have been willful,
2 intentional, and purposeful, in reckless disregard of and with indifference to the
3 rights of Perfect 10.

4 41. As a direct and proximate result of the infringements by Defendants
5 of Perfect 10's copyrights and exclusive rights under copyright in the Perfect 10
6 Copyrighted Works, Perfect 10 is entitled to its actual damages and Defendants'
7 profits pursuant to 17 U.S.C. § 504(b).

8 42. Alternatively, Perfect 10 is entitled to maximum statutory damages,
9 pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000 with respect to each
10 work infringed, or such other amounts as may be proper under 17 U.S.C. §
11 504(c).

12 43. Defendants' conduct is causing and, unless enjoined and restrained
13 by this Court, will continue to cause, Perfect 10 great and irreparable injury that
14 cannot fully be compensated in money. Perfect 10 has no adequate remedy at
15 law. Pursuant to 17 U.S.C. § 502, Perfect 10 is entitled to injunctive relief
16 prohibiting further infringements of Perfect 10's copyrights.

17 44. Perfect 10 further is entitled to its attorneys' fees and costs pursuant
18 to 17 U.S.C. § 505.

19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff Perfect 10 prays for judgment against
22 Defendants, and each of them, jointly and severally, as follows:

23 1. That the iWeb Defendants, Defendant New Dream Network and
24 each of the Doe Defendants, and their officers, agents, servants, employees,
25 representatives, successors, and assigns, and all persons in active concert or
26 participation with them, be enjoined from, directly or indirectly, copying,
27 reproducing, distributing, adapting, or publicly displaying the Perfect 10
28 Copyrighted Works or from causing, contributing to, enabling, facilitating or

1 participating in the infringement of any of Perfect 10's copyrights, including
2 without limitation, the Copyrighted Images listed on Exhibit A.

3 2. That Defendants be ordered to destroy all photographs, documents,
4 and other items, electronic or otherwise, in its possession, custody, or control,
5 that infringe the copyrights of Perfect 10.

6 3. That Defendants be ordered to stop hosting and/or operating
7 websites that infringe Perfect 10 copyrights.

8 4. For maximum statutory damages under the Copyright Act in the
9 amount of \$150,000 with respect to each copyrighted work infringed, or for such
10 other amounts as may be proper pursuant to 17 U.S.C. § 504(c), in an amount to
11 be proven at trial.

12 5. For Perfect 10's costs in this action, including reasonable attorneys'
13 fees, pursuant to 17 U.S.C. § 505.

14 6. For prejudgment interest according to law.

15 7. For such other and further relief as this Court deems just and
16 proper.

17 8. Plaintiff requests a jury trial.

18 Dated: February 11, 2013

KRAUSE KALFAYAN BENINK & SLAVENS, LLP

19 BY: 

20 ERIC BENINK

21 Attorney for Plaintiff
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DEMAND FOR JURY TRIAL

Perfect 10 hereby demands a jury trial pursuant to Rule 38(b) of the Federal Rules of Civil Procedure.

Dated: February 11, 2013

KRAUSE KALFAYAN BENINK & SLAVENS, LLP

BY: 

ERIC BENINK

Attorney for Plaintiff